Summary of Key Terms

This summary highlights the key terms of your agreement with the University. You are also advised to read the <u>Student Contract</u> comprising the <u>Main terms and conditions</u> (we suggest you download and save this document) and <u>Regulations</u> before you decide to accept an offer to study at Brighton. Note that you may have other contracts, e.g. accommodation, Student Loans Company, so note that these will be subject to separate arrangements.

I've been offered a place at Brighton, when does it become binding?

When you accept the offer of a place to study at Brighton you form what is known as a "Pre-Enrolment Contract". This guarantees you a place at Brighton provided you go on to meet all the conditions of the offer. Once you have met those conditions, you will be required to enroll at the University by a given deadline. When you have enrolled, a new contract is formed and you then become liable for payment of tuition fees.

Is there a "cooling off" period/can I change my mind?

Yes. You have a 14 day statutory "cooling off" period during which you can cancel your agreement to accept an offer. You can even cancel the agreement within 14 days of enrollment provided you have not already started your course. You may wish to use the <u>cancellation form</u> provided for this purpose.

Although it is not legally required to do so, the University also allows you a further 14 days to change your mind once you have actually started your course. New students who are not enrolled on stand-alone modules can cancel their contract with the university by withdrawing within 14 calendar days of the start of the academic year or the formal start date of the course (whichever is the later) and will not be charged tuition fees for this period of enrolment. Note this does not apply to students enrolled on stand-alone modules who are liable for 100% of the tuition fee from enrolment, but if this applies to you, you can cancel the contract without charge if the university has not provided any services and you have withdrawn from the module(s) within 14 days of enrolment. You are strongly advised to discuss whether to leave a course with University staff.

Can the University terminate my contract?

Yes but only in certain circumstances. These are usually where we have been given false, incomplete or misleading information in your application, so it is vitally important that your application is completely clear and honest.

Can the University make changes to or discontinue my Course or change the Terms and Conditions or Student Regulations?

Yes, but only in certain circumstances. See the Main Terms and Conditions for full details.

Will the University increase my tuition fees each year?

Where UK/EU students are subject to regulated fees, the annual fee increase cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant academic year. Normally the UK government gives prior warning of any changes to regulated fees.

For all other students, i.e. those not subject to regulated fees, tuition fees are subject to a maximum annual increase of the higher of 5% or RPI. Further details of tuition fee definitions are available in the University's Tuition Fees Policy. The university will publish all relevant fee changes on its course web pages approximately one year in advance of the relevant academic year.

What happens if I do not pay my tuition fees?

Until the debt is paid, the University may charge interest on any outstanding tuition fees, withhold services from you and withdraw you from your course. Ultimately the University may exclude you and use a collection agency to pursue you for the debt. You will not be able to re-enroll, receive your award certificate or official verification of your studies or attend a graduation ceremony if you have tuition fee debt. See the Tuition Fees Policy Appendix 1 for further information on students in debt to the university.

Will I own any Intellectual Property I create in the course of my studies?

You are the owner of any intellectual property you create during your studies here but please see paragraph 15 of the <u>Terms and Conditions</u> for a more detailed explanation.

How will the University protect my Personal Data?

The University will only use your personal data in accordance with the Data Protection Act 1998 and from 25 May 2018 the General Data Protection Regulations (GDPR). The University's <u>Data Protection Policy</u> (and in particular the <u>Student Privacy Notice</u>) tells you the purposes for which we process your personal data and the circumstances under which it may be disclosed.

Exclusion and limit of liability by the University

The University will not be liable for events outside its control which not have been foreseen (examples include industrial action, staff illness, changes to higher education funding). It also excludes liability for the non-return of work submitted for assessment. Unless it is liable in negligence for personal injury or death, the University limits its liability to the value of tuition fees paid by you or on your behalf, or, if greater, any relevant amount received from its insurers.

Are there any disciplinary rules?

Please see the <u>Student Disciplinary Procedures</u>. Note that some courses also have professional codes of conduct with which student are expected to comply.

What happens if I breach the Student Regulations?

The University will investigate allegations of misconduct in accordance with the **Student Disciplinary Procedure** and, where applicable, the **Fitness to Practise Procedure**.

Please familiarise yourself with the University's Regulations on <u>Academic Misconduct</u>. You should be aware that if you copy work from others without properly acknowledging (or "referencing") this may not only result in your marks being reduced and having to repeat assessments, but in serious cases, if the University believes you have attempted to gain unfair advantage (i.e. "cheat") this can result in your studies being terminated.

If you breach regulations for using the University's <u>IT Regulations</u>, the University may withdraw these services from you and there may also be a disciplinary investigation.

What happens if I fail my exams?

Note that if you do not meet the required standard to pass assessments on your course, you may not be allowed to progress to the next year or stage and may be required to repeat assessments or parts of your course. In some cases failure may lead to withdrawal from your course without being awarded the degree or other qualification for which you are studying.

How do I make a complaint about the admissions process as an applicant?

Please follow the **Admissions Appeals and Complaints Procedure**.

How do I make a complaint about the University as an enrolled student?

Please follow the **Student Complaints Resolution Procedure**

How can I contact the University?

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